

**WEARE CABLE COMMITTEE &  
BOARD OF SELECTMEN'S  
MEETING MINUTES OF  
July 11, 2007  
FINAL**

**PRESENT: Chairman Will Ottery, Paul Hague, Peter Buono, Brad McCauley, Stephen Flanders, Secretary Craig Slattum, Donna Osborne Ex-Officio**

**GUEST:** BOS Chairman Heleen Kurk, Selectman Joe Fiala, Tom Clow, Wendy Clark  
Town Administrator, Fred Ventresco

**Meeting called to order @7:06 PM by Chairman Will Ottery**

Heleen Kurk asked if any negotiations have taken place. Will Ottery answered no.

Heleen Kurk Page 2 Have any public hearings been scheduled? Fred Ventresco: yes, August 20, and Sept. 10, 2007.

Do we get revenues from the shopping channels? Peter Buono said no, as these would increase the rates.

Page 9. Does the exclusivity clause restrict competition? Will Ottery said no because this applies to after the contract is signed.

Page 12. What does equal standing refer to with regards to poles? Will Ottery replied it means we have to allow them access to the utility poles.

Page 13. How much of Weare is excluded from Cable? Peter Buono replied 100% of Weare has cable availability.

What about a small development? Peter Buono said Section A Page 13 covers this.

Page 14 Part C. What does it mean in regards to trenching, digging and backfilling that it has to be put back to a satisfactory level. Fred Ventresco said we need to check to make sure we have proper procedures in place and are able to enforce compliance. Heleen Kurk will look into.

Part D. What if the town required underground cable on existing lines? Who would cover the cots? Will Ottery replied the town would have to cover the costs.

Heleen Kurk would like a list of the buildings with Cable Drops and will the new school be equipped with a drop? Will Ottery will follow-up with this questions as well as Page 39 Exhibit A. A brief discussion on the Town Hall Drop and Center Woods School Drop was held if they worked. Drops must be capable to broadcast from to be working.

Wendy Clark Page 15. Do we have 750 mega hurt? Peter Buono said yes.

Heleen Kurk Page 17. "Upon written notice" This means no e-mails or telephone calls in regards to service requests or other issues requiring attention. Will Ottery said he has good response when he calls the private line that he has and the town should have that number also.

Section 4.1 "System Maintenance." This needs clarification.

Page 17 Section 4.2 What is restored and in who's opinion. "What is as good as possible?" Peter Buono said this pertains to road work. Wendy Clark said we should change the wording to "to the satisfaction of the franchising authority." Section 4.3 Heleen Kurk, "What about Historic Districts or Scenic Areas in regards to tree trimming?"

Page 18 4.6 c Would this cost the town. Peter Buono replied no, it allows for the Cable Company to reimbursement from insurance companies.

Heleen Kurk Page 21 Article 6 "State of the art" should be spelled out. Peter Buono said he would like to see the emergency broadcasting capabilities remain in Weare as we are a POD in the case of a Pandemic.

Do we still get 3% franchise fee if the consumer is tapped into through another town? Yes as it is recorded by zip code.

Tom Clow would like to see the quality of PEG channels monitored and improved. He also felt we should have a clause stating that the PEG channel should be in every programming option as this would keep the PEG channels in the low range as far as the number. He said funding and quality go hand in hand and thought 5% franchise fee might help improve the overall quality of Cable as well as re-broadcasting of meetings. Fees are a way of funding a project without raising taxes, but they are an indirect tax.

Wendy Clark said the performance bond has been lowered to \$25,000 and should be in the range of \$50,000-\$75,000 range.

Page 29 e Payments should go through the Town Treasurer. Tom Clow said he would like to see in the contract 50% of the Franchise Fee go to the town General Fund and 50% go to the Cable Committee.

A general discussion was held on what the Franchise Fee should be set at, 3% or 5% and what the length of the contract should be, 5 years 7, or 10 years. Selectman Wendy Clark said she was not in favor of increasing the Franchise Fee. General discussion was centered around keeping the costs the same and keeping the contract at less than 10 years.

It was decided that outside sources would be looked into for advice and an attorney will be consulted at an appropriate time.

No future meeting set until information can be gathered and a contract with our requirements can be printed for review before another meeting is scheduled.

**Meeting adjourned at 9:10 PM**

Craig Slattum